

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made and entered into as of March ____, 2010 (this "Agreement") by and among LOONEY-RICKS-KISS ARCHITECTS, INC., a Tennessee corporation ("Seller") and LRK Inc., a Tennessee corporation ("Purchaser").

RECITALS:

A. Seller is engaged in the business of providing architectural, design and related services to customers in various states (the "Business"); and

B. Seller desires to sell certain of its assets and properties and Purchaser desires to acquire certain of the assets and properties of Seller, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals, the representations, warranties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

1.1 Previously Defined Terms. Each term defined in the first paragraph and Recitals shall have the meaning set forth above whenever used herein, unless otherwise expressly provided or unless the context clearly requires otherwise.

1.2 Definitions. Whenever used herein, the following terms shall have the meanings set forth below unless otherwise expressly provided or unless the context clearly requires otherwise:

"Assumed Liabilities" - As defined in Section 2.4(a).

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the Western District of Tennessee, Western Division.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure currently in effect.

"Benefit Plans" means all employee compensation and benefit plans, agreements, commitments, practices and arrangements of any type (including plans described in or subject to ERISA) offered, maintained or contributed to by Seller for the benefit of current or former employees or directors of Seller.

“Bryan Litigation” means that Litigation styled: *Looney Ricks Kiss Architects, Inc. v. Steve H. Bryan, et al.*, No. 5:07 cv0572, United States District Court for the Western District of Louisiana, Shreveport Division.

“Business” has the meaning set forth in the Recitals.

“Business Day” means any day other than a Saturday or Sunday or other day on which banks in Memphis, Tennessee are authorized or required to be closed.

“Closing” - As defined in Section 3.1.

“Closing Date” - As defined in Section 3.1.

“Contracts” means, with respect to any Seller, any contract, agreement, lease, license, commitment, arrangement or undertaking, written or oral, or other document or instrument to which or by which Seller is a party or otherwise subject or bound or to which or by which any asset, property or right of Seller is subject or bound.

“Designated Contracts” – As defined in subparagraph (iii) of Purchased Assets;

“ERISA” means the Employee Retirement Income Security Act of 1974 as amended.

“Governmental Authority” means the government of the United States or any foreign country or any state or political subdivision thereof and any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including quasi-governmental entities established to perform such functions.

“Indebtedness” means (a) all indebtedness for borrowed money or for the deferred purchase price of property or services (including reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured), including the current portion of such indebtedness, (b) all obligations evidenced by notes, bonds, debentures or similar instruments, (c) all capital lease obligations and (d) all guarantees of any of the items set forth in clauses (a) - (c) above.

“Intellectual Property” means all trade names, trademarks, trademark registrations, trademark applications, logos, service marks, service mark registrations, service mark applications; copyrights, copyright registrations, copyright applications; patent rights (including issued patents, applications, divisions, continuations and continuations-in-part, reissues, patents of addition, utility models and inventors' certificates); licenses with respect to any of the foregoing; trade secrets, proprietary information and know-how; computer software, inventions, inventors' notes, drawings and designs; customer and vendor lists; domain names, website Uniform Record Locator, website contents, email addresses and email files; all photographs, images and marketing materials and rights to use the same; all phone numbers, cell phone numbers, fax numbers and post office boxes; all software and licenses to use software; all other intellectual property and the goodwill associated with any of the foregoing;

“Law” means any law, statute, code, regulation, ordinance, rule, Order, or governmental requirement enacted, promulgated, entered into, agreed, imposed or enforced by any Governmental Authority.

“Liabilities” means any obligation or liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due), including any liability for Taxes.

“Lien” means any mortgage, lien, charge, restriction, pledge, security interest, option, lease or sublease, claim, right of any third party, easement, encroachment or encumbrance or other charges or rights of others of any kind or nature.

“Order” means any decree, order, judgment, writ, award, injunction, stipulation or consent of or by, or settlement agreement with, a Governmental Authority.

“Ordinary Course” means the ordinary course of business of Seller, consistent with past practice and custom (including with respect to quantity and frequency).

“Person” means any natural person, corporation, partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

“Purchase Price” - As defined in Section 2.2.

“Purchased Assets” means all assets, rights and properties owned by Seller on the Closing Date, except for the Retained Assets, including the following:

- (i) All deposits and advances, prepaid expenses and other prepaid items of Seller, to the extent the foregoing are transferable to Purchaser, but not including any prepaid Taxes or refund of Taxes;
- (ii) All tangible assets, including furniture and office equipment, fixtures, telephone systems, telecopiers, photocopiers, information technology equipment, computer hardware and office supplies, located in Seller’s Memphis, Tennessee, Princeton, New Jersey, Celebration, Florida and Baton Rouge, Louisiana office locations;
- (iii) All of Seller’s right, title and interest in, to or under the (A) Contracts identified in Schedule 2.4; and (B) any executory Contracts entered into by Seller relating to the Business after the date hereof in the Ordinary Course and in compliance with the terms and provisions of this Agreement (collectively, the “Designated Contracts”);
- (iv) All of Seller’s Intellectual Property except for any such property which is the subject matter of the Bryan Litigation;
- (v) All permits and licenses of Seller to the extent transferable or assignable to Purchaser; and

(vi) All of Seller's operating data and records, including books, records, databases, ledgers, files, documents, instruments, papers, correspondence, memoranda, forms, architectural plans, drawings, specifications, sales and promotional data, customer lists, cost and pricing information, supplier lists, business plans, creative materials, research and development materials, computer files and programs, retrieval programs, and electronic data processing software related to any of the foregoing items or the Business, except for books, records and files located in third party offsite storage locations in Dallas, Texas, Jacksonville, Florida, Nashville, Tennessee and at 88 Union in Memphis, Tennessee.

"Retained Assets" means the following:

- (i) all cash and cash equivalents and marketable securities of Seller;
- (ii) all accounts receivable owing to Seller on the Closing Date and all unbilled amounts owing to Seller for services provided to customers by Seller prior to the Closing Date;
- (iii) all of Seller's right, title and interest in choses in action, claims and causes of action or rights of recovery asserted prior to the Closing Date including the Bryan Litigation;
- (iv) all of Seller's rights, title and interest in any real estate leases;
- (v) all refunds relating to Tax Returns of Seller;
- (vi) all of Seller's rights, claims or causes of action arising under or maintainable under Sections 506(c), 510, 542, 542,, 544,545, 547, 548, 549, 550, 551, 552(b) or 553 of the Bankruptcy Code;
- (vii) all Benefit Plans and assets maintained pursuant to or in connection therewith;
- (viii) All tangible assets, including furniture and office equipment, fixtures, telephone systems, telecopiers, photocopiers, information technology equipment, computer hardware and office supplies located in Seller's leased space in Dallas, Texas, Jacksonville, Florida, Nashville, Tennessee and in third party offsite storage locations in Houston, Texas and Princeton, New Jersey;
- (ix) Books, records and files located in third party offsite storage locations in Dallas, Texas, Jacksonville, Florida, Nashville, Tennessee and at 88 Union Avenue in Memphis, Tennessee; and
- (x) Seller's corporate seal, minute books and stock record books.

"Retained Liabilities" means all Liabilities of Seller other than the Assumed Liabilities.

"Sale Motion" – As defined in Section 4.1(a).

"Sale Order" – As defined in Section 4.1(a).

"Scheduled Closing Date" - As defined in Section 3.1.

"Tax Return" means any report, return or other information required to be supplied to a Governmental Authority in connection with any Taxes.

"Taxes" means all taxes, charges, fees, duties (including custom duties), levies or other assessments, including income, gross receipts, net proceeds, capital gains, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, license, payroll, environmental, capital stock, disability, severance, employee's income withholding, other withholding unemployment and Social Security taxes, which are imposed by any Governmental Authority, and such term shall include any interest, penalties or additions to tax attributable thereto.

1.3 **Interpretation.** Unless the context of this Agreement otherwise requires, (a) words of any gender shall be deemed to include each other gender, (b) words using the singular or plural number shall also include the plural or singular number, respectively, (c) references to "hereof", "herein", "hereby" and similar terms shall refer to this entire Agreement, (d) all references in this Agreement to Articles, Sections and Exhibits shall mean and refer to Articles, Sections and Exhibits of this Agreement, (e) all references to statutes and related regulations shall include all amendments of the same and any successor or replacement statutes and regulations, and (f) references to any Person shall be deemed to mean and include the successors and permitted assigns of such Person (or, in the case of a Governmental Authority, Persons succeeding to the relevant functions of such Person).

ARTICLE II

Purchase and Sale, Purchase Price, and Other Related Matters

2.1 **Purchase and Sale.** Upon the terms and subject to the conditions of this Agreement, at the Closing on the Closing Date, Seller shall sell, assign, convey, transfer and deliver to Purchaser, and Purchaser shall acquire from Seller, the Purchased Assets, free and clear of any Liens.

2.2 **Purchase Price.** The purchase price (the "**Purchase Price**") payable by Purchaser to Seller for the Purchased Assets shall be the following:

- (a) the sum of \$25,000; and
- (b) the assumption by Purchaser at the Closing of the Assumed Liabilities.

2.3 **Payment of the Purchase Price.** The Purchase Price shall be payable on the date which is the fifth Business Day after the entry of an order by the Court approving this Agreement and the sale transaction contemplated hereby.

2.4 Assumed Liabilities. (a) As additional consideration for the purchase of the Purchased Assets, Purchaser shall, at the Closing, by its execution and delivery of an Assumption Agreement in a form reasonably satisfactory to Seller and Purchaser, assume, agree to perform, and in due course pay and discharge, only the following obligations and liabilities of Seller relating to the Business (collectively, the "Assumed Liabilities"):

(i) The obligations and liabilities of Seller arising after the Closing Date under Contracts described on Schedule 2.4(a); and

(ii) executory Contracts entered into by Seller relating to the Business after the date hereof in compliance with the terms and provisions of this Agreement;

provided, however, Purchaser is not assuming any Liabilities of Seller with respect to any Contracts not assigned to Purchaser.

(b) Purchaser shall not assume or pay any, and Seller shall continue to be responsible for each Liability of Seller whether or not relating to the Business, not expressly assumed by Purchaser in Section 2.4(a). Specifically, without limiting the foregoing, Purchaser shall not assume and shall in no way be responsible for any Liabilities of Seller whatsoever associated with the Business or the Purchased Assets including:

(i) any Indebtedness of Seller;

(ii) any claim, action, suit or proceeding pending as of the Closing Date, or any subsequent claim, action, suit or proceeding arising out of or relating to (A) such pending matters, (B) any other event occurring on or prior to the Closing Date, or (C) resulting from Seller's conduct of the Business, on or prior to the Closing Date;

(iii) any Liability arising out of or relating to the Retained Assets;

(iv) any deferred Tax liabilities or any other Liability of Seller for Taxes for any periods prior to or subsequent to the Closing whether or not relating to the Business;

(v) any Liability arising from claims, proceedings or causes of action resulting from property damage or personal injuries caused by services rendered by Seller on or prior to the Closing Date;

(vi) any Liability arising from guarantees, warranty claims or other Contract terms with respect to services rendered by Seller on or prior to the Closing Date;

(vii) any Liability to any current or former employee of Seller, whether for wages, vacation pay, payroll, severance, pension, retirement, equity or other benefits;

(viii) any Liability arising out of or related to any Benefit Plan;

(ix) any Contract of Seller which is not a Designated Contract including, but not limited to, those Contracts identified in Schedule 2.4(b);

- (x) any amounts payable to equity holders or former equity holders of Seller;
- and
- (xi) any other Retained Liability.

2.5 Transfer Taxes. Purchaser shall pay any and all registration, licensing, transfer or similar taxes or fees (other than income and sales tax) imposed by any Governmental Authority, which arise out of the transfer of any of the Purchased Assets to Purchaser and all out-of-pocket costs incurred in connection with the transfer to Purchaser of titled assets constituting Purchased Assets.

ARTICLE III

Closing and Closing Date Deliveries

3.1 Closing. The term “Closing” as used herein shall refer to the actual conveyance, transfer, assignment and delivery of the Purchased Assets to Purchaser in exchange for the payment delivered to Seller pursuant to Section 2.3 of this Agreement. The Closing shall take place at the offices of Martin, Tate, Morrow & Marston, P.C., 6410 Poplar Avenue, Suite 1000, Memphis, Tennessee 38119 at 10:00 a.m. local time, on the later of March 31, 2010 (the “Scheduled Closing Date”) or the fifth Business Day following the date upon which all of the conditions precedent set forth in Articles VI and VII are satisfied or waived by the appropriate party hereto, subject to Article VIII, or at such other place and time or on such other date as is mutually agreed to in writing by Seller and Purchaser (“Closing Date”).

3.2 Closing Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) a Bill of Sale and Assignment Agreement, in a form reasonably satisfactory to Purchaser and Seller, as executed by Seller; and all such other documents and instruments of sale, assignment, conveyance and transfer, as Purchaser may deem necessary or desirable;

- (b) All documents necessary to amend Seller’s name to not include “Looney” “Ricks” or “Kiss” or any derivative thereof or any other similar name, which shall be duly executed and in a form that Purchaser may file in the state in which Seller is incorporated and in each other state in which Seller is qualified to transact business; and

- (c) Such other documents as Purchaser may reasonably request to carry out the purposes of this Agreement.

3.3 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

- (a) The payment to be delivered by Purchaser pursuant to Section 2.3;

- (b) A certificate of the Secretary or an Assistant Secretary of Purchaser certifying as to: (i) the certificate of incorporation of Purchaser, as certified by the Secretary of State of the State of Tennessee not earlier than ten (10) days prior to the Closing Date; (ii) the

by-laws, as amended, of Purchaser; (iii) resolutions of the Board of Directors of Purchaser authorizing and approving the execution, delivery and performance by Purchaser any agreements, instruments, certificates or other documents executed by Purchaser pursuant to this Agreement; and (iv) the incumbency and signatures of the officers of Purchaser;

(c) The Assumption Agreement executed by Purchaser reflecting the assumption of the liabilities set forth in Section 2.4(a); and

(d) Such other documents as Seller may reasonably request to carry out the purposes of this Agreement.

3.4 Cooperation. Seller and Purchaser shall, on request, on and after the Closing Date, cooperate with one another by furnishing any additional information, executing and delivering any additional documents and/or instruments and doing any and all such other things as may be reasonably required by the parties to consummate or otherwise implement the transactions contemplated by this Agreement.

ARTICLE IV **Pre-Closing Filings**

4.1 Bankruptcy Court Filings.

(a) Within three (3) Business Days after execution of this Agreement, the Seller shall file with the Bankruptcy Court a motion and supporting papers in form and substance reasonable satisfactory to Purchaser (the "Sale Motion") seeking the Bankruptcy Court's entry of an order authorizing and approving the sale of the Acquired Assets to Purchaser under Section 363 of the Bankruptcy Code, in form reasonably satisfactory to Purchaser and meeting the conditions set forth in Section 4.1(b) below ("Sale Order");

(b) The Seller shall use its reasonable best efforts to obtain the Bankruptcy Court's entry of a Sale Order on or before April 1, 2010, approving of the transactions contemplated herein. The Sale Order shall be in form and substance reasonably satisfactory to the Purchaser and shall provide, without limitation, that:

(i) as of the Closing Date, the transactions contemplated by this Agreement will affect a legal, valid, enforceable and effective sale and transfer of the Purchased Assets to Purchaser and shall vest Purchaser with title to the Purchased Assets being purchased free and clear of all Liens other than as permitted hereby. The Sale Order shall expressly provide that Purchaser acquires the Purchased Assets being purchased free and clear of any and all potential successor liability claims of any kind;

(ii) the consideration provided by the Purchaser pursuant to this Agreement constitutes reasonably equivalent value and fair consideration for the Purchased Assets so purchased;

(iii) Purchaser is a good faith purchaser of the Purchased Assets so purchased, as that term is used in Section 363(m) of the Bankruptcy Code, and is entitled to the protections provided by such Section;

(iv) As of the Closing Date, the Designated Contracts will have been assigned to the Purchaser in accordance with Sections 365 and 105 of the Bankruptcy Code; and

(v) The ten (10) day automatic stay provisions of Section 6006(d) and 6004(g) of the Bankruptcy Rules are thereby waived.

(c) The Seller shall take such steps necessary to schedule the hearing on the Sale Motion on reasonable notice sufficient to satisfy the conditions set forth herein, the requirements of the Bankruptcy Code and related Bankruptcy Rules. The Seller shall give notice to such Persons and shall take such actions as are necessary to provide that the Sale Order is enforceable in accordance with the terms described herein.

ARTICLE V

Pre-Closing Covenants

5.1 Maintenance of Business. Pending the Closing, Seller shall use its reasonable best efforts to preserve and protect the goodwill, rights, properties and assets of its Business, to keep available to the Business and Purchaser the services of its employees, and to preserve and protect Seller's relationships with its employees, creditors, suppliers, customers and others having business relationships with it.

ARTICLE VI

Conditions to Closing Applicable to Purchaser

The obligations of Purchaser hereunder (including the obligation of Purchaser to close the transactions herein contemplated) are subject to the following conditions precedent:

6.1 No Termination. Neither Purchaser nor Seller shall have terminated this Agreement pursuant to Section 8.1.

6.2 Entry of Sale Order. The Bankruptcy Court shall have entered the Sale Order.

6.3 All Necessary Documents. All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement and all documents incident thereto, shall be reasonably satisfactory in form and substance to Purchaser, and Purchaser shall have received copies of such documents as Purchaser may reasonably request in connection therewith, including those documents to be delivered pursuant to Section 3.2.

ARTICLE VII

Conditions to Closing Applicable to Seller

The obligations of Seller hereunder (including the obligation of Seller to close the transactions herein contemplated) are subject to the following conditions precedent:

7.1 No Termination. Neither Purchaser nor Seller shall have terminated this Agreement pursuant to Section 8.1.

7.2 Entry of Sale Order. The Bankruptcy Court shall have entered the Sale Order.

7.3 All Necessary Documents. All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement, and all documents incident thereto, shall be reasonably satisfactory in form and substance to Seller, and Seller shall have received copies of such documents as it may reasonably request in connection therewith, including those documents to be delivered pursuant to Section 3.3.

ARTICLE VIII

Termination

8.1 Termination. This Agreement may be terminated at any time prior to the Closing only as follows:

- (a) by mutual consent of Purchaser and Seller;
- (b) by Purchaser or by Seller, if at or before the Closing any condition set forth herein for the benefit of Purchaser or Seller, respectively, shall not have been timely met or cannot be timely met; provided, the party seeking to terminate is not in breach of or default under this Agreement; or
- (c) by Purchaser if the Closing of the transactions contemplated by this Agreement shall not have occurred on or before April 15, 2010, or such later date as may have been agreed upon in writing by the parties hereto;

If either party terminates this Agreement pursuant to this Article VIII, all rights and obligations of Seller and Purchaser hereunder shall terminate without any liability of either party.

ARTICLE IX

Certain Other Agreements

9.1 Post Closing Access to Records. Each party agrees to provide the other with access to all relevant documents and other information which may be needed by such other party for purposes of preparing tax returns or responding to an audit by any Governmental Authority or for any other reasonable purpose. Such access will be during normal business hours and subject to reasonable time limitations and at the expense of the requesting party.

9.2 Transferred Contracts. The Debtor shall assign to Purchaser the Designated Contracts. Purchaser shall have the option to add or delete contracts from the Designated Contracts, which option may be exercisable at any time prior to the Closing; provided, however, that any assignment of a Designated Contract must meet the requirements of the Bankruptcy Code and the Bankruptcy Rules.

9.3 Use of Name. After the Closing, Seller shall not use the name "Looney" "Ricks" or "Kiss" or any derivatives thereof or any similar name to identify itself.

ARTICLE X
Miscellaneous

10.1 Cost and Expenses. Purchaser will pay its own costs and expenses (including attorneys' fees, accountants' fees and other professional fees and expenses) in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the purchase of the Purchased Assets and the other transactions contemplated by this Agreement (except as otherwise specifically provided for herein); and Seller will pay its own costs and expenses (including attorneys' fees, accountants' fees and other professional fees and expenses) in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the sale of the Purchased Assets and the other transactions contemplated by this Agreement (except as otherwise specifically provided for herein).

10.2 Entire Agreement. The Schedules and the Exhibits referenced in this Agreement are incorporated into this Agreement and together contain the entire agreement between the parties hereto with respect to the transactions contemplated hereunder.

10.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10.4 Assignment, Successors and Assigns. The respective rights and obligations of the parties hereto shall not be assignable without the prior written consent of the other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

10.5 Savings Clause. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

10.6 Headings. The captions of the various Articles and Sections of this Agreement have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Agreement.

10.7 Risk of Loss. Risk of loss, damage or destruction to the Purchased Assets shall be upon Seller until the Closing, and shall thereafter be upon Purchaser.

10.8 Governing Law. The validity, interpretation and effect of this Agreement shall be governed exclusively by the laws of the State of Tennessee, excluding the "conflict of laws" rules thereof.

10.9 Notices. (a) All notices, requests, demands and other communications under this Agreement shall be in writing and delivered in person, or sent by reputable overnight delivery service and properly addressed as follows:

To Purchaser:

LRK Inc.

With a copy to:

Martin, Tate, Morrow & Marston, P.C.
6410 Poplar Avenue, Suite 1000
Memphis, TN 38119
Attention: Robert E. Orians

To Seller:

Looney-Ricks-Kiss Architects, Inc.
175 Toyota Place
Memphis, TN 38103
Attention: Elaine Covin

With a copy to:

Harris, Shelton, Hanover, Walsh, PLLC
2700 One Commerce Square
Memphis, TN 38103
Attention: John L. Ryder

(b) Any party may from time to time change its address for the purpose of notices to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

(c) All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 10.9 if delivered personally or by courier, shall be effective upon delivery.

10.10 No Third-Party Beneficiary. This Agreement is being entered into solely for the benefit of the parties hereto, and the parties do not intend that any employee or any other Person shall be a third-party beneficiary of the covenants by either Seller or Purchaser contained in this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER:

LOONEY-RICKS-KISS ARCHITECTS,
INC.

By: _____

Title: _____

PURCHASER:

L RK Inc.

By: _____

Title: _____

T:\Oriansb\lrk\Asset Purchase Agreement 030410rev.doc

Schedule 2.4(a)	
Project	Client
01.08067.00 Salvaggio-Poplar Pike at Moore Road	Salvaggio Enterprises, LLC
01.08067.01 Salvaggio-Brownstone Office Building	Salvaggio Enterprises, LLC
01.09148.00 NCRM - 2009 Program Management Renov	National Civil Rights Museum
01.10007.00 MAAC/Corporate Office Ext. Renovations	Mid-America Apartment Communities
02.02012.00 First TN - Site Selections	First Horizon Bank
01.09080.00 Memphis Cook Convention Center	City of Memphis
01.09085.00 CSC - Lowenstein Commercial	Court Square Associates, LLC
01.09086.00 Buckingham/Columbus-IN/MF Design	Buckingham Companies
01.09124.00 Buckingham/North of South MU Development	Buckingham Companies
01.10015.00 Buckingham/Fall Creek/YMCA Site	Buckingham Companies
01.10013.00 MedVet Memphis, LLC Design Services	MedVet Memphis, LLC
01.10020.00 Flaherty-Collins/IN/Lugar Tower Tax Credit	Flaherty & Collins Properties
01.09083.01 New Amherst - Parking Structure	Plan Master Construction & Development
01.10018.00 Civil Rights/Triangle Noir/Memphis College of Art	Hyde Family Foundations
01.00114.10 Summerset @ Frick Park	MRRC Development Associates
01.07261.00 Wellsgate - Oxford, MS	Dan Walker Associates, Inc.
01.08029.00 Williams Residence	Keith & Sharon Williams
01.08029.01 Williams Residence Additional Services	Keith & Sharon Williams
01.09128.00 Clark & Clark - Miscellaneous	Clark & Clark, LLC
01.09131.xx WoodGrove	Clark & Clark, LLC
01.09132.xx Enclave Phase III	Clark & Clark, LLC
01.09133.xx Enclave Phase II	Clark & Clark, LLC
01.09145.00 Welsch Residence	Welsch, Chris & Elise
01.08183.00 Bayside Park	Telesis Corporation
01.09020.00 Mednikow Renovations & Additions	Mendikow, Jay & Elizabeth
01.09024.00 Summerset at Frick Park Design Code	Rubinoff Company
01.09039.00 Prillaman Renovation	Prillaman, Mr. and Mrs. Jim
01.09054.00 Wiener Residence	Wiener, Rochelle and Ed
01.09054.01 Wiener Residence ASA #1	Wiener, Rochelle and Ed
01.09073.00 Forest Brook	Clark & Clark, LLC
01.09076.00 Park Place West	Columbia Development Co., LLC
01.09079.00 Steve Medlin Lake House	Steve Medlin
01.09089.00 Haidak Renovation	Haidak, Dr. Paul
01.09109.00 Medlin Residence, Palmetto Bluff, Lot108	Steve Medlin
01.09111.00 Ali Residence	Ali, Mir
01.09118.00 Washington Gates, Lot 14	Boyle Investment Company
01.09120.00 Neshoba Grove Vesta Home 2010	Landon Homes
01.09120.01 Vesta Show Home Interior Elevations	Salma Kahn & Nauman Qureshi
01.09121.00 Magee Residence	Magee, Gretchen and Steven
01.09125.00 Wray Renovation	Wray, Cecil and Lacy
01.09137.00 Town of Collierville - Restroom Cabanas	Town of Collierville -
01.09146.00 Feild Renovation	Feild, John
01.10009.00 Plan Sale 96031B1 Modification	The Hankin Group
01.10010.00 Dobbs-Floyd Residence	Floyd, Kirby
01.10012.00 Old Towne	Telesis Corporation
01.10014.00 Washington Gates, Lot 2	Dickens, Doug
03.98024.05 Cambridge Homes Plan Review	Cambridge Homes
03.98024.32 D&N Homes Design Review	D&N Homes

Schedule 2.4(a)	
Project	Client
0S.00011.BH thru S9.93082.LR - Plan Sales	Various
01.08086.00 Ultra: DD thru CA	115 Union, LLC
01.08187.03 Nuvasive Memphis	NuVasive
01.09028.00 One Memphis Place, Suite 900	CB Richard Ellis, Memphis/LLC
01.09032.00 Oak Court Office Building, Suite 253	Oak Court Management Office (Dorton)
01.09074.01 MAAC/FL/Coral Sq-Leasing Clubhouse Int	Mid-America Apartment Communities
01.09135.01 MAAC/Palm Harbor/Park Crest/Leasing Club	Mid-America Apartment Communities
01.09093.00 One Commerce Square Garage Tenant	Commercial Alliance Management, LLC
01.09098.00 One Commerce Square - Misc. Interior	Commercial Alliance Management, LLC
01.09108.00 OCS - Leasing Center & Garage Elevator	Commercial Alliance Management, LLC
01.09108.05 OCS - Field Verification	Commercial Alliance Management, LLC
01.09114.00 One Memphis Place - Suite 850	CB Richard Ellis, Memphis/LLC
01.09139.00 One Memphis Place - Suite 275	CB Richard Ellis, Memphis/LLC
01.09140.00 One Memphis Place - Suite 250	CB Richard Ellis, Memphis/LLC
01.09141.00 One Memphis Place - Suite 1325	CB Richard Ellis, Memphis/LLC
01.09147.00 Robertson Residence	Robertson, Beverly & Howard
01.09149.00 Greater Memphis Chamber - Presentation	Parkway Properties
01.09154.00 One Memphis Place - Suite 850	CB Richard Ellis, Memphis/LLC
01.10001.00 Oak Court Office Building Suite 260	Oak Court Management Office (Dorton)
01.10004.00 5350 Poplar, Suite 875 (M&F Bus. Cred)	CB Richard Ellis, Memphis/LLC
01.10006.00 One Memphis Place, Suite 1250 Expansion	CB Richard Ellis, Memphis/LLC
01.09062.00 Columbus, IN Housing EGD	Buckingham Companies
01.09116.00 The Cole (Columbus) Interiors	Buckingham Companies
01.09124.01 North of South-Environmental Graphics	Buckingham Companies
01.10016.00 Carlisle Office	Carlisle Corporation
01.10011.00 5350 Poplar, Suite 450 - Dr. Callahan CD	CB Richard Ellis, Memphis/LLC
01.10019.00 Madison Humphreys Center	Fogelman Properties
01.08129.00 UM Urban Design Consultancy	University of Memphis
01.09023.00 Mud Island River Park Land Use Plan	Pickering Firm
01.09103.00 Raleigh Springs Mall	City of Memphis
01.09104.00 Shelby Farms Park Conservation Easement	Land Trust for Tennessee
01.09136.00 Jackson, TN - East Jackson	City of Jackson
02.09007.00 Pensacola CRA Master Plan Update	Community Redevelopment Agency
03.02055.00 #03-629E Metuchen Plaza Associates LLC	Borough of Metuchen - Bill Boerth
03.03001.xx Borough of Metuchen individual plan reviews	Borough of Metuchen - Bill Boerth
03.04001.02 #04-647 412 Main Street B 121 L 10 & 19	Borough of Metuchen - Bill Boerth
03.04001.44 #04-684E 220 Amboy Avenue	Borough of Metuchen - Bill Boerth
03.04016.04 Rushbrook Review - 44 Cradlerock Rd	Rushbrook Homeowner's Assoc.
03.04016.05 Rushbrook - Lot 105 Katie's Pond Rd	Rushbrook Homeowner's Assoc.
03.05001.30 #06-727E 700 Middlesex Avenue	Borough of Metuchen - Bill Boerth
03.05008.00 New Daleville Design Review	Daleville Associates, LP
03.06001.xx Borough of Metuchen plan reviews	Borough of Metuchen - Bill Boerth
03.06005.01 LaGrange Town Center	Rieger Homes, Inc.,
03.07001.xx Borough of Metuchen plan reviews	Borough of Metuchen - Bill Boerth
03.07025.00 Metuchen Smart Future Planning Grant	Borough of Metuchen - Bill Boerth
03.08001.xx Borough of Metuchen plan reviews	Borough of Metuchen - Bill Boerth
03.08010.02 Millbrook - Silo Ridge	Millbrook Ventures, LLC
03.08024.01 Richmond Village, Ontario	Mattamy Development Corporation
03.08024.03 Richmond Village Meetings (ASA #2)	Mattamy Development Corporation

Schedule 2.4(a)	
Project	Client
03.08024.04 Richmond Village, ASA #3	Mattamy Development Corporation
03.08027.03 Carvel - Meetings	Durst Organization, Inc.
03.08033.00 Farkas Tract, Calgary, Alberta	Mattamy Development Corporation
03.08035.02 Woodland Cove Additional Services	Halstead Bay Development, LLC
03.09001.xx Borough of Metuchen plan reviews	Borough of Metuchen - Bill Boerth
03.09003.00 West Windsor Litigation	InterCap Holdings, LLC
03.09009.00 Todd Creek Village	Equinox Land Group
03.09009.01 Todd Creek Village ASA #1	Equinox Land Group
03.09010.00 Overland Park - 191st & Stateline	MD Management
03.09013.00 Richboro Village Visioning	Dreher Group
03.09013.01 Richboro Village ASA#1	Richboro CD Partners, LP
03.10001.00 Borough of Metuchen Planner Svc 2010	Borough of Metuchen - Bill Boerth
03.10001.xx Borough of Metuchen plan reviews	Borough of Metuchen - Bill Boerth
03.10002.00 Garwood, NJ	NJ Transit
03.10003.00 Izarra Project, Chile	Irarrazabal Bravo Arquitectos
04.04017.02 The Lake Club-Design Review Services	LWR Communities, LLC
04.07037.03 Baldwin Park Town Arch Consult/Add'l Mon	Baldwin Park Development Company
04.08016.04 Kennedy Residence CA	International Speedway Corporation
04.09014.01 GDC/Atlanta/The TUX, Retail Center	GDC Properties - Mike Mulhall
04.09014.04 GDC/Atlanta/The TUX, CD Changes	GDC Properties - Mike Mulhall
04.09020.xx Mattamy Baldwin Park Townhomes	Mattamy Development Corporation
04.09024.00 Trammell Crow/GA/Jekyll Island	Trammel Crow
04.09029.00 VMS/Louisiana/Phase I - Building Workshop	Village of Magnolia Square, LLC
04.09032.00 Virginia Beach - Archit & Planning	Kempsville Presbyterian Church
04.09033.00 Eco Town Siewierz, Poland	New Broad Street Management
04.09034.00 Bruce-Dantin/Active Adult Residential De	Bruce-Dantin
04.09038.01 Lakeland Heights Village ASA #1	GGP - Bridgeland, L.P.
04.09039.00 Longwood Farm	Mosely Law Firm, LLC
04.09040.00 Celebration Town Architect - 2010	Celebration Company
04.09041.00 Cameron Square	The Hankin Group
04.09042.00 Disney Golden Oak Clubhouse Design Arch	Disney Resort Real Estate Development
04.09045.00 Union Square Townhomes	Fourth River Development, LLC
04.09047.00 Rouzan Sweetbriar Neighborhood	JTS Interests
04.10001.00 AECOM/Maitland/West Side Redevelopment	AECOM
04.10002.00 Blue Green/Dennisport/Soundings Phase 2A	Blue Green Corporation
04.10005.00 McIntosh Residence, Celebration	McIntosh, Mark and Beth
04.10007.00 MDG Dev/Miami Gardens Town Center	MDG Development Group
07.07019.05 JTS/Rouzan - Block M	JTS Interests
07.07019.06 JTS/Rouzan - Village Center Details	JTS Interests
07.07019.08 JTS/Rouzan Library	JTS Interests
08.08014.00 Disney Flamingo Crossings EGD	Disney Resort Real Estate Development
04.10004.00 Rouzan/Mimosa District Residential Mods	JTS Interests

Schedule 2.4(b)

Project	Client
01.03170.10 Gables/Austin/Park Plaza Energy Grn Bldg	Gables Residential
01.03170.13 Gables/Austin/Park Plaza LEED Inv	Gables Residential
01.03170.15 Gables/Austin/Park Plaza/Interior Coord	Gables Residential
01.03170.17 Gables/Austin/Park Plaza/Pool Coord	Gables Residential
01.03170.18 Gables/Austin/Park Plaza Lighting Cnslt	Gables Residential
01.03170.20 Gables/Austin/Park Plaza/Extended CA	Gables Residential
01.03170.21 Gables/Austin/Park Plaza/Courtyard Rev	Gables Residential
01.06033.00 SWTCC - JV Fisher & Arnold	Fisher & Arnold, Inc.
01.06136.00 Bozzuto/Greenbelt, MD/Maple Ridge	Bozzuto Group/Bozzuto & Associates
01.06202.08 Gables/Pressler/Austin Energy Green Bull	Gables Residential
01.06260.01 Barboro Alley Flats (100 S Main - Apts)	Greenhat Partners
01.06264.00 UDR/Dallas/Belmont & Fitzhugh	United Dominion
01.07036.06 Whitehaven DL Station CD thru CA	Department of Finance and Administration
01.08027.00 FedEx Family House	Methodist LeBonheur Healthcare
01.08040.04 The Lex - Bid/Negotiation/CA	Buckingham Companies
01.08054.00 Fort Drum Housing Phase II	Actus Lend Lease
01.08100.00 Methodist Poplar Ave. Conceptual MP	Methodist Healthcare
01.08125.00 Cypress/Denargo Market, Phase I	Cypress Real Estate Advisors, Inc.
01.08169.00 UDR/Addison/Vitruvian Park Phs I North	United Dominion
01.08169.01 UDR/Vitruvian Park/EGD Blocks 101-102	United Dominion
01.08169.02 UDR/Vitruvian Park/Block 102 Int. Design	United Dominion
01.08169.04 UDR/Vitruvian Park ASA03 Courtyard Amen	United Dominion
01.08169.08 UDR/Addison/Vitruvian Prk, Lighting CSLT	United Dominion
01.08169.09 UDR/Addison/Vitruvian Prk, Bldg Envelope	United Dominion
01.09012.10 Place Properties/San Antonio/UTSA - CA	Place Properties
01.09013.01 UDR/Vitruvian Park/Signage Master Plan	United Dominion
01.09029.00 E. Ritter - Communications Building	E. Ritter & Company
01.09029.01 E. Ritter - Historic Preservation Cert	E. Ritter & Company
01.09029.02 E. Ritter - Civil Engineer	E. Ritter & Company
01.09074.01 MAAC/FL/Coral Sq-Leasing Clubhouse Int/Ext	Mid-America Apartment Communities
01.09074.02 MAAC/FL/Coral Sq-Pool Clubhouse Int/Ext	Mid-America Apartment Communities
01.09074.03 MAAC/FL/Coral Sq-Leasing Clubhouse Ext	Mid-America Apartment Communities
01.09082.00 I-Bank 21st Floor Expansion	Independent Bank
01.09090.00 Helena Chemical - 1st Floor Expansion	Helena Chemical Company
01.09135.01 MAAC/Palm Harbor/Park Crest/Leasing Club	Mid-America Apartment Communities
01.09151.00 First TN - Nashville Offices - 511 Union	First Horizon Bank
01.09152.00 Huffines/Arlington/Viridian Planning	HC LOBF Arlington LLC
02.05003.06 Western Mental Health Ins SD's-Closeout	LRK/HBG, A Joint Venture
02.05003.19 WMHI - LEED Consulting, Documentation	LRK/HBG, A Joint Venture
02.05003.44 WMHI - Final Coordination of F&E	LRK/HBG, A Joint Venture
02.05003.44 WMHI ASA 44, Flagpoles/Signage Addition	LRK/HBG, A Joint Venture
02.07007.07 Eddy Street Commons: Multifamily	Buckingham Companies
02.07007.10 Eddy Street Commons: Corporate	Kite Realty Group
02.07007.21 Eddy Street Commons-Procurement/Install	Buckingham Companies
02.07007.34 The Foundry - BN/CA	Buckingham Companies
02.09024.00 Toebben - Rivers Pointe Estates	Toebben Companies
03.00025.06 Design Review Svc Cherry Hill Village	Livonia Builders
03.00025.07 Design Review Svc CHV-Breault Homes	Breault Homes
03.00025.09 CHV - Van Belle Builders Inc.	Van Belle Builders, Inc.
03.00025.10 CHV Design Review - Tom Casari	
03.00025.11 CHV Design Services - Millcreek	Millcreek Building Company
09.08001.15 Cypress/LA Katrina, HANO - CA	Cypress Realty Partners, LLC
09.08001.30 Cypress/LA Katrina, CA - LASB-MODS	Cypress Realty Partners, LLC
09.08001.48 Cypress/LA Katrina, Ext CA, Nov-Mar 2010	Cypress Realty Partners, LLC